

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Planning and Community Development

BOARD AGENDA # *B-8

Urgent Routine

AGENDA DATE July 14, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Authorize the Auditor-Controller to Establish Budget for the Homelessness Prevention and Rapid Re-Housing Program (HPRP)

STAFF RECOMMENDATIONS:

1. Direct the Auditor-Controller to establish the budget for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) to increase appropriations and estimated revenue in the amount of \$1,023,163 as detailed in the Budget Journal form; and,
2. Authorize the Director of Planning and Community Development to execute the related HPRP program implementation agreements and contracts with Children's Crisis Center (CCC), Community Housing and Shelter Services (CHSS), Inter-Faith Ministries, Salvation Army, We Care, and related partner City Consortia Agreements, in an amount not to exceed the grant amount.

FISCAL IMPACT:

U.S. Housing and Urban Development (HUD) allocation for the Stanislaus County Consortium to implement the new Homelessness Prevention and Rapid Re-Housing Program is in the amount of \$1,023,163. The Department of Planning and Community Development will administer the program for the County. Administrative costs are estimated to be approximately 5% (or \$51,158) of the total allocation as directed per HUD guidelines. There will be no net cost to the County General Fund as all program delivery and administrative costs will be borne by the funds allocated through HUD.

BOARD ACTION AS FOLLOWS:

No. 2009-478

On motion of Supervisor Chiesa, Seconded by Supervisor Grover
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

On May 5, 2009, the Board of Supervisors approved the amendment to the Community Development Block Grant (CDBG) Fiscal Years 2007-2012 Consolidated Plan and Fiscal Year 2008-2009 Annual Action Plan to incorporate the Housing and Urban Development (HUD) Homelessness Prevention and Rapid Re-Housing Program (HPRP) funding. The Stanislaus County Consortium received an allocation of \$1,023,163.

The funding is provided through HUD under Title XII of the American Recovery and Reinvestment Act of 2009. The designated funds will be used to provide communities with financial assistance and services to either prevent individuals and families from becoming homeless or help those who are experiencing homelessness to be quickly re-housed and stabilized. The funding will follow HUD Emergency Shelter Grant (ESG) Program formula basis methodology, that includes, but is not limited to criteria related to need, capacity, homeless prevention and rapid re-housing experience and the ability to provide shelter services. All allocated funds must be spent within 36 months.

During the Board's action to incorporate the HPRP funding into the County's CDBG Fiscal Years 2007-2012 Consolidated Plan and Fiscal Year 2008-2009 Annual Action Plan, authorization to establish the budget and subsequent authorization for the Director of Planning and Community Development to execute the related HPRP program implementation agreements and contracts for the County's allocation was omitted in error.

At this time, the Planning and Community Development Department would like to request authorization for the Auditor-Controller's Offices to establish estimated revenues and appropriations for the new grant funding, and authorization for the Director of Planning and Community Development to execute all appropriate agreements and contracts.

POLICY ISSUES:

This program directly reflects the following priorities of the Board of Supervisors:

1. A safe community
2. A healthy community
3. Effective partnerships
4. Efficient delivery of public services

The programs and projects are consistent with the goals and objectives of the Stanislaus County Consolidated Plan, the Stanislaus County General Plan, specifically the Housing Element, the Stanislaus County Redevelopment Plan and the comparable plans of the cities of Ceres, Newman, Oakdale, Patterson and Waterford. These programs and projects also serve as the chief means to implement those goals, objectives, and plans.

STAFFING IMPACT:

There is no staffing impact associated with this item.

ATTACHMENT:

1. Legal Budget Journal

County of Stanislaus: Auditor-Controller Legal Budget Journal

Database
Set of Books

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

Balance Type		Budget	
Category	* List - Text	Budget - Upload	
Source	* List - Text		
Currency	* List - Text	USD	
Budget Name	List - Text	LEGAL BUDGET	
Batch Name	Text		
Journal Name	Text		
Journal Description	Text		
Journal Reference	Text		
Organization	List - Text	Stanislaus Budget Org	

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations	decr appropriations	incr est revenue	decr est revenue		
4	7	5	7	6	6	9		(format - number > general)		MM-YY	List - Text	Text	
	1693	0025410	28802								1,023,163		Fed-Other-HPRP
	1693	0025410	62600					5,000					Office Supplies
	1693	0025410	63244					972,005					Contracts-HPRP
	1693	0025410	73710					46,158					Govt Fd-Admin. Serv.

Totals: 1023163 1023163

Explanation: Establish estimated revenue and appropriations for Homelessness Prevention and Rapid Re-Housing Program.

Requesting Department	CEO	Data Entry	Auditors Office Only
<i>Marvin Beck</i> Signature	<i>[Signature]</i> Signature	_____ Keyed by	<i>Jim Fen</i> Approved By
July 10, 2009 Date	07/10/09 Date	_____ Date	7/1/09 Date

HPRP AGREEMENT

BOARD OF SUPERVISORS

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and THE SALVATION ARMY (hereinafter referred to as "Organization") on September 30, 2009.

2010 DEC 1 P 12:46

WITNESSETH

WHEREAS, County has received a Homeless Prevention & Rapid Re-housing Grant from the Department of Housing and Urban Development ("HUD") Homelessness Prevention Fund created under Title XII of Division A of the American Recovery and Reinvestment Act of 2009, titled the "Homelessness Prevention and Rapid Re-Housing Program (hereinafter referred to as "HPRP"); and

WHEREAS, pursuant to such grant, County is undertaking certain programs and services necessary for the planning, implementation or execution of HPRP; and

WHEREAS, County desires to engage Organization to render certain services, programs, or assistance in connection with such undertakings of HPRP;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICE.

1.1 **General Scope.** Organization shall provide services to rapidly re-house or to prevent homelessness for program participants, defined as individuals or families receiving HPRP assistance, likely to maintain permanent housing at the end of their assistance period, in accordance with the provisions of HPRP and Exhibit A "Grant Scope" provided by Organization and approved by County, attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on October 1, 2009, and end on September 30, 2011, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

2. COMPENSATION.

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$97,750, with a cap on salary related expenses of \$14,212.50, for full performance of the services specified under this Agreement that are in conformity with the approved Grant Scope and "Budget" which is attached to this Agreement as Exhibit B and incorporated herein by reference.

2.2 **Quarterly Draws.** All requests for grant fund draws (with the exception of financial assistance draws as described within Section 2.3 below) shall be drawn on a quarterly basis as follows: (1) Organization may request a first draw of such funds after December 15, 2009; (2) A

AF Reviewed 5/09

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second draw after March 15, 2010; (3) A third draw after June 15, 2010; (4) A fourth draw after September 15, 2010; (5) A fifth draw after December 15, 2010; (6) A sixth draw after March 15, 2011, (7) A seventh draw after June 15, 2011; (8) An eight and final draw after September 15, 2011; provided, however, that all draws must be requested before September 30, 2011.

2.3 Financial Assistance Draws. Grant fund draws associated with financial assistance, as defined within HPRP, may be dispersed upon request provided: (1) The request exceeds the amount of \$250.00; (2) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (3) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (4) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 7 working days. (a) Complete financial assistance requests for payment received prior to 12 noon on Tuesday will be paid out the following Friday. (b) Complete financial assistance requests for payment received after 12 noon on Tuesday will be paid out the following Tuesday. (5) All rental assistance dedicated to homeless prevention shall be reduced monthly by the amount of 10%.

2.4 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement.

2.5 Authorized Personnel. Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.

3. USE OF FUNDS.

3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within the HPRP notice and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and other regulations governing the HUD funded Programs, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference.

3.2 In-eligible Uses of Funds. The following uses are not eligible for HPRP funds: (1) Funds issued directly to program participants. All HPRP financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers

may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) HPRP funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.

3.3 Limit on Length of Assistance. Program participants may receive assistance for a cumulative period no longer than ten (10) months. An extension may be granted for special circumstances recognized by the County in writing, for a period no longer than eighteen (18) months.

3.4 Program Income. Program income derived from the project, if any, shall be redistributed to the Organization's HPRP fund or to County for redistribution in HPRP. (1) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits may, upon termination of the service or exit of unit, be returned to the program participant.

4. PROGRAM PARTICIPANT ELIGIBILITY.

4.1 General Eligibility. Eligibility of program participants shall be evaluated prior to HPRP program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with HPRP funds, must be at or below 50 percent of Area Median Income (AMI); (2) The household must be homeless, as defined by section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302); OR (3) at risk of losing its housing by meeting both of the following circumstances: (a) Household has no appropriate subsequent housing options identified; (b) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.

4.2 Income Standards. Organization agrees to use the standards, in effect at the time of assistance, pursuant to the Housing Choice Voucher Program Guide Book (Chapter 5 – Eligibility and Denial of Assistance) to determine income eligibility and the verification requirements for entry into HPRP.

4.3 Re-certifying Eligibility. Organization agrees to evaluate and certify the eligibility of program participants at least once every 3 months during program enrollment.

5. RESTRICTIONS RELATED TO RENTAL UNITS.

5.1 Lead Poisoning Prevention Act. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving assistance through HPRP.

5.2 **Habitability Standards.** HPRP funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required by Appendix C of the HPRP notice. (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving HPRP assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive HPRP Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving HPRP funding.

5.3 **Lease Agreement.** Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of HPRP funds to the appropriate third party.

6. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

6.1 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of HPRP, including an estimate of the number of jobs created and/or retained by HPRP funds as well as any other information that is requested.

6.2 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of HPRP during or after the completion of the program.

6.3 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

6.4 **Federal Reporting.** Organization shall register with FederalReporting.gov and obtain a valid Federal Reporting PIN required for submitting quarterly and annual reports.

6.5 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") and to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

6.6 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to

report the number of jobs created with HPRP funds in the quarterly report to be provided to County.

6.7 **General Records.** Organization will keep and maintain all project records, books, papers and documents for a period of not less than four years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

6.8 **Privacy Procedures.** The Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

6.9 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of HPRP Grant Funds for Fiscal Year 2009/2010 to be delivered to County by September 30, 2010 and for Fiscal Year 2010-2011 to be delivered to County by September 30, 2011.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

7.1 **General Indemnification.** Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex: (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. (4) If the procedures that the grantee intends to use to make known the availability of the rental assistance and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such rental assistance and services, the grantee must establish additional procedures that will ensure that such persons are made aware of the rental assistance and services.

8.2 Equal Participation of Religious Organizations. Under HPRP, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HPRP funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide HPRP-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a HPRP-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the HPRP program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

9. CONFLICTS OF INTEREST.

9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42. With respect to all other decisions involving the use of HPRP funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

9.3 **Lobbying and Disclosure Requirements.** The disclosure requirements and prohibitions of section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352) (the Byrd Amendment), and implementing regulations at 24 CFR part 87, apply to HPRP. Organization must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific grants or contracts.

10. DRUG-FREE WORK PLACE.

10.1 **Drug-free Workplace.** Organization will maintain a drug free work place and will comply The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

11. TERMINATION OF SERVICES & REVERSION OF ASSETS.

11.1 **Termination of Program Participant Services.** Organization may terminate assistance to a program participant who violates program requirements. Assistance to a program participant(s) whose assistance was previously terminated may be re-instated if said participant's eligibility is re-determined. In terminating assistance to a program participant, Organization must: (1) Issue a warning letter that further failure to comply with such requirements will result in termination of the program; (2) Provide a formal process that recognizes the rights of individuals receiving assistance to due process of law with a written notice that includes: (a) A clear statement of the reasons for termination; (b) A review of the decision, in which the program participant is given the opportunity to present written or oral

objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; (c) Prompt written notice of the final decision to the program participant.

11.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any HPRP funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of HPRP funds.

11.3 Insolvency. If the Organization becomes insolvent, all unused HPRP funds shall be returned to the County for disposition.

12. GENERAL TERMS AND CONDITIONS.

12.1 Assignment. Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.

12.2 Amendment. No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12.3 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

12.4 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed

against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

12.5 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Kirk Ford, Director, HPRP Program
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To Organization: The Salvation Army (Modesto Citadel)
Attention: Ron Strickland, Treasurer
P.O. Box 1663
Modesto, CA 95353


12.6 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.


12.7 **Authorization.** The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

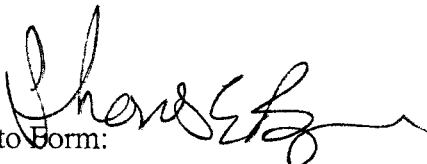
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

THE SALVATION ARMY

By: 
Kirk Ford, Director
Planning and Community Development
"County"

By: 
Ron Strickland, Treasurer
The Salvation Army
"Organization"

Approved as to Form: 
Thomas E. Boze
Deputy County Counsel
"County"


Attest: 
Michael J. Woodruff, Secretary
The Salvation Army
"Organization"

EXHIBIT "A"

Stanislaus County Department of Planning and Community Development
1010 10th Street, Suite 3400
Modesto, California 95354

HOMELESSNESS PREVENTION & RAPID RE-HOUSING PROGRAM

Agency: The Salvation Army
625 I Street (95354)
P.O. Box 1663 (95353)
Modesto, CA

Contact person: Debra Qualls 209-522-3209

email: debra.qualls@usw.salvationarmy.org

Program: The Salvation Army Transitional Living Programs, 320 Ninth Street, Modesto, CA 95354
209-525-8954, Jerry Morris, Director of Homeless Services
email: jerry.morris@usw.salvationarmy.org

Project: Permanent Housing

Project Description

The Salvation Army Modesto Citadel operates The Salvation Army Haig and Isabel Berberian Homeless Shelter and Transitional Living Center located at 320 Ninth Street. Services provided at the center are year around emergency night shelter and transitional living programs designed to help participating clients meet the three goals as set by the HUD: 1) obtain and remain in permanent housing; 2) increase their skills and/or income; and 3) achieve greater self-determination. The transitional housing program have 2 components: Transitional Housing and VA Per Diem Transitional Housing. These program components provide a total of 40 beds as a "next step" in the continuum of care for homeless adults who have stabilized in the emergency shelter or another facility and are committed to moving towards self-sufficiency and permanent housing. Of the 40-beds in the transitional housing program 20 are dedicated to homeless veterans (16 men and 4 women). The remainder of beds is dedicated to the non-VA Transitional Housing (14 men and 6 women). These programs consist of case management and supportive services to assist the clients in accomplishing these goals. Each client enrolled in the transitional programs will be allowed 24 months to complete their goals and move into permanent housing.

The project for the Homeless Prevention and Rapid Re-Housing funding will be instrumental in helping to provide permanent housing for the "graduating" clients of our programs. It is our intention to use 100% of the funding to assist in Rapid Re-housing assistance for the clients of The Salvation Army Transitional Living Center. Families and individuals that come to us and are in need of rental assistance to remain in their homes will be referred to Community Housing and Shelter Services.

Each client nearing "graduation" will be assisted in locating and securing a home. With funds from HPRP, we will support each client with the security deposits, rent assistance, utility deposits and utility payments.

Assistance with securing and remaining in the home will be done with assessments and evaluations of the individual client on a case by case situation to determine terms of assistance. Short Term Rental Assistance will be used to help them obtain and remain in rental units they select and will not exceed rental cost over a period of 3 months. Monthly appointments with each client will be conducted by the case manager. Clients will be re-evaluated after three months to determine if assistance for additional months are needed and will



HPRP PROPOSED BUDGET
FY 2009-2011

EXHIBIT B

Organization: Salvation Army Project Activity: HPRP

Project Activity # Date:

BUDGET AND PROGRAM OBJECTIVE NOTES

Program goal is to stably house 9 individuals by the end of the program (Sept. 30, 2011). This goal was based off of an average rental price of \$695 for a one bedroom unit multiplied by an average term of rental assistance of 10 months which is an average of \$6,950 per individual. The total combined amount of proposed rental assistance and rental arrears was then divided by this number.

SALARY

Table with 3 columns: Description, Amount 1, Amount 2. Rows include Staff (up to 12-15% of total allocation), Fringe (up to 1.5% of total allocation), Travel/Mileage (up to 1.5% of allocation), and Subtotal.

HOMELESS PREVENTION & RAPID RE-HOUSING

Table with 3 columns: Description, Amount 1, Amount 2. Rows include Tenant Counseling Classes, Outreach Supplies, Rental Arrears, Utility Arrears, Rental Assistance, Utility Assistance, Moving Assistance, Motel/Hotel Vouchers, Legal Fees, Subtotal, and TOTAL.

Signature of Project Director or Authorized Person is required

TO BE COMPLETED BY CDBG MONITORING STAFF
CDBG Staff Recommendation: Approve or Deny (Circle one)

Signature of Stanislaus County CDBG Official

AMENDED HPRP AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and the CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY (hereinafter referred to as "Organization") on September 23, 2011.

WHEREAS, the term of HPRP Sub-grantee contracts, as designated by Section 1.2 – Term of the Homeless Prevention and Rapid Re-Housing Program Agreement, terminates on September 30, 2011; and WHEREAS, the County's Agreement with HUD to implement the Homeless Prevention and Rapid Re-Housing Program does not terminate until August 7, 2012;

NOW, THEREFORE, the parties hereto do mutually agree to amend the HPRP Agreement, executed between Organization and Agency on September 30, 2009, as follows:

1. Paragraph 1.2, Term, is amended to read as follows:

1.2 **Term.** The services of Organization are to commence on October 1, 2009, and end on August 7, 2012, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

2. The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment on the day and year first hereinabove written.

COUNTY OF STANISLAUS

CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY

By: 

By: 

Kirk Ford, Director
Planning and Community Development

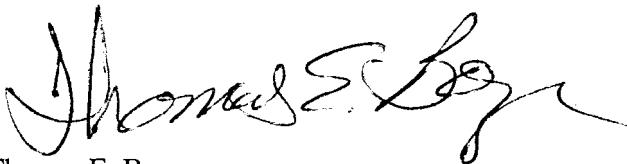
Colleen Garcia
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 

Thomas E. Boze
Deputy County Counsel

BOARD OF SUPERVISORS
2011 OCT -4 A 11:13

Handwritten note: ... 11-1

AMENDED HPRP AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and the WE CARE OF TURLOCK(hereinafter referred to as "Organization") on September 23, 2011.

WHEREAS, the term of HPRP Sub-grantee contracts, as designated by Section 1.2 – Term of the Homeless Prevention and Rapid Re-Housing Program Agreement, terminates on September 30, 2011; and WHEREAS, the County's Agreement with HUD to implement the Homeless Prevention and Rapid Re-Housing Program does not terminate until August 7, 2012;

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IN WITNESS WHEREOF, the parties have executed this Agreement Amendment on the day and year first hereinabove written.

COUNTY OF STANISLAUS

WE CARE OF TURLOCK

By: 
Kirk Ford, Director
Planning and Community Development


By: 
Bill Sturdevant
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

BOARD OF SUPERVISORS
2011 OCT 12 A 8:10